



INSURANCE CONTRACT MULTI-RISK TRAVEL

Document drafted according to the guidelines of the ANIA Technical Table - Consumer Associations - Intermediary Associations - for simple and clear contracts

“FILO DIRETTO TRAVEL”

“Indennizzo per Ritardo Volo”

NOBIS GROUP

The Information Set includes the following documents:

- (a) Basic Dip;
- (b) Additional Dip;
- (c) Glossary;
- (d) Conditions of Insurance;

which must be given to the policyholder before the contract is signed.

Before signing, read the Pre-contractual Disclosure carefully.

Last update: model 6003 – **edition 01.08.2023**

SECTION A – DEFINITIONS

In order to facilitate the reading and understanding of this document, the following is an explanation of some of the terms in the insurance glossary, as well as those terms that have specific meanings within the policy. Where terms referred to in this section are given, within the policy, they take on the meaning below.

Adjustment Appendix: the document by which the Company informs the policyholder monthly of the number of names reported and included in insurance as well as the amount of the relevant premium due to supplement the minimum premium;

Insured person: the person whose interest is protected by the insurance i.e. any person, resident in Italy, who through https:..... purchases a flight delay insurance policy indicated on the airline ticket in his or her name;

Insurance: the insurance contract;

Airline Ticket: Defines a valid paper document establishing the right to transportation with respect to a flight, or other equivalent virtual document, including electronic format, with which an ETKT number is associated;

Policy Certificate: Defines the document issued upon completion of policy underwriting and which completes and personalizes the Conditions of Insurance by including the set of conditions that are proper, specifically the insured flight, the insured delay, the amount of compensation in the event of a claim, and the amount of the premium;

Contractor: the natural or legal person who enters into the insurance contract;

Variable Data: means the variable risk elements aimed at adjusting the premium and its adjustment, i.e., the number of insured persons and/or insured property for which insurance coverage is provided, which shall be communicated by the Policyholder in the manner provided in the Contract.

Domicile: the place of residence, including temporary residence, of the insured person.

Contract term: the term of the contract chosen by the insured;

Deductible: a predetermined amount that still remains the responsibility of the insured for each claim;

Company: Nobis Compagnia di Assicurazioni S.p.A.;

Indemnity: the amount payable by the Company in the event of a claim covered by the policy guarantees;

Italy: the territory of the Italian Republic, the Vatican City and the Republic of San Marino.

Maximum: sum up to which the Company is liable for each claim in the insurance.

ETKT number: defines the number, consisting of 13 digits, which uniquely identifies the insured's ticket. In the event that this consists of 14 digits, only the first 13 are to be used;

Oracle: The Companywhich provides information regarding actual flight arrival times and with whom the Company has established a cooperative relationship. Any liability of regarding information provided under the policy does not involve the Insured;

Policy: the document that proves insurance;

Premium: the amount owed by the Policyholder or Insured to the Company;

Final premium: The amount of the policy premium due from the policyholder to the Company based on the number of names actually reported during the policy term;

Minimum premium: The amount of the policy premium payable in each case by the policyholder to the Company, regardless of the number of names actually reported during the policy term;

Residence: the place where the natural/legal person has his/her habitual residence/place of business as shown on the registry certificate;

Risk: The probability that the harmful event against which the insurance is provided will occur;

Delay: The time elapsed between the time the aircraft doors open at the airport of departure of an insured flight and the time originally scheduled for the arrival of the insured flight at destination, as determined by the air carrier when issuing the ticket;

Insured Delay: The delay as a result of which a claim takes place. This period of time is stated in the certificate of insurance;

Claim: The occurrence of the damaging fact or event for which insurance is provided;

Costs of losing: expenses that the losing party is ordered to reimburse the victorious party in the civil case;

Flight: A direct flight of a regular airline for which the Company has reliable and up-to-date data regarding flight punctuality. An outbound flight and a return flight constitute 2 separate flights.

Nobis Compagnia di Assicurazioni S.p.A. is responsible for the truthfulness and completeness of the data and information contained in this Information Set.

The Legal Representative

dr. Giorgio Introvigne



SECTION B – INSURANCE CONDITIONS

Conditions Assicurazioni Filo diretto Travel Mod. 6003 ed. 2023-08 – Last update 29/08/2023

In this section the Contractor will find the rules governing the relationship with the Company by providing rights and obligations for the parties.

ARTICLE 1 - DETERMINATION OF THE PREMIUM - STATEMENTS CONCERNING THE CIRCUMSTANCES OF THE RISK

The Gross premium per Insured is determined according to the Indemnity Option chosen by the Insured (see Section C - Chapter 1 Art. 1.2).

The Policyholder is obliged to notify the Company immediately of any changes that occur during the course of the contract. In the event of inexact or reticent statements by the Policyholder, made at the time of entering into the contract, concerning circumstances affecting the assessment of the risk, or failure to notify the Company of any change in the circumstances themselves that lead to aggravation of risk, payment of the claim is not due or is due in a reduced amount in application of the provisions of Articles 1892 - 1893 - 1894 and 1898 of the Civil Code.

ARTICLE 2 - EXCLUSION OF ALTERNATIVE COMPENSATION

If the Insured Person does not benefit from one or more of the purchased services, the Company is not required to provide compensation or alternative services as compensation.

ARTICLE 3 - VALIDITY' COMMENCEMENT AND DURATION OF GUARANTEES

The Insured must acquire this policy no later than 7 days prior to the departure of the insured flight. Coverage shall be effective only for the route and flight specified in the policy certificate, shall take effect on the departure date specified on the ticket of the insured flight, and shall cease upon arrival at the destination of the insured flight as stated in the policy certificate.

ARTICLE 4 - OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

In the event of a claim, the Insured must give notice by telephone and in writing to the Company in the manner provided for in the individual guarantees. Failure to comply with this obligation may result in the total or partial loss of the right to indemnity pursuant to Article 1915 of the Civil Code.

ARTICLE 5 - TERRITORY

The insurance is valid in the country where the Insured suffered the accident that originated the right to the benefit, it being understood that the settlement will take place in Italy and any sums paid out will be in euro currency.

ARTICLE 6 - CLAIMS SETTLEMENT CRITERIA

The Company, when it ascertains through the Oracle that the insured flight has been delayed in arrival by more than 4 hours compared to the flight plan, will automatically and directly settle to the Insured's bank account the amount chosen and provided for in the policy certificate. (See Art. 1.2 - Indemnity Option).

ARTICLE 7 - LIQUIDATED DAMAGES/APPOINTMENT OF EXPERTS

Upon the occurrence of an insurance case indemnifiable under this contract, the Company shall settle the claims according to the criteria established in Article 6 above.

It shall in any case be at the option of the Parties or either of them to apply directly to the judicial authorities for the protection of their rights.

ARTICLE 8 - LAW – JURISDICTION

The Parties agree that this contract shall be governed by Italian Law. The Parties also agree that any dispute arising from this contract shall be subject to Italian jurisdiction.

ART. 9 - INTEGRATION OF CLAIM REPORTING DOCUMENTATION

The Insured acknowledges and expressly grants Nobis Insurance Company the right to request, in order to facilitate the settlement of the claim, additional documentation to that indicated in the individual guarantee/performance.

Failure to produce the documents, related to the specific case may result in total or partial forfeiture of the right to reimbursement.

ARTICLE 10 - CONTRACTOR'S OBLIGATIONS

The Contractor undertakes:

- in the event that the agreements made with the Company provide for an automatic mandatory inclusion of all travelers, to insure with this policy all customers who purchase a flight;
- in the event that the agreements made with the Company provide for the option for the traveler to adhere to the coverage offered by this contract, to offer this policy to all its customers;
- to make available to all insureds in hard copy or electronic format and prior to the signing of the contract the "Information Set" including the "Policy Sheet" and the "Questionnaire for the detection of the needs of the Insured" relating to this policy;
- to publish in catalogs and/or sites the insurance guarantees under this policy upon acceptance of the texts by the Company.

ARTICLE 11 - CUMULATION CLAUSE

It is agreed that in the event of an event affecting more than one Insured with the Company, the latter's maximum outlay shall not exceed the amount of €300,000.00 per event.

Should the amounts to be settled under the terms of the contract exceed the above limits, the indemnities payable to each Insured shall be reduced proportionately.

ARTICLE 12 - NON-PAYMENT - EVEN PARTIAL - OF THE PREMIUM

Where the Contractor fails to pay the premium due at the signing of the contract or two or more subsequent premium installments within the agreed terms or fails to pay the variable premium adjustment portion in the manner and within the terms provided or fails to make any communication regarding the Variable Data or makes it qualitatively and quantitatively incomplete or late with respect to the contractually provided terms, the Company shall have the right to declare by registered letter AR the suspension of the effects of the insurance coverage, (with the exception of the services indicated in the "Personal Assistance" guarantee, where provided for) as of the date of receipt of the same communication, putting the Contractor in default and, upon persistence of such non-fulfillment within 15 days of receipt of the said communication, declare in the same terms the termination of the contract, configuring such conduct of the Contractor as a serious breach of the obligations undertaken pursuant to art. 1455 et seq. of the Civil Code, without prejudice to any other right also aimed at compensation for the damage suffered. The suspension and/or termination of the effects of this Contract shall be effective and valuable not only for the Contractor but also for the Insured, and the latter shall be duly informed by the Contractor of this circumstance, holding the Contractor the Company harmless from any and all prejudice to it arising from failure to comply with this obligation.

In the event of failure to communicate the Variable Data for adjustment or failure to pay the adjustment premium within the agreed terms, without prejudice to the suspension of the guarantee, it remains expressly agreed that any claims occurring in the period to which the failure to adjust refers will not be indemnified and/or settled by the Company to the Policyholder and/or Insured.

Likewise - if the materialization of one of the events provided for in this article is not followed by an immediate and complete settlement of the Contractor's debt position - the Company subsequently reserves the right to settle the claims in proportion to the collections actually recorded.

ARTICLE 13 - EFFECTS WITH RESPECT TO THE INSURED.

The Contractor undertakes to make the insured party aware, at the time of joining the policy, that the insurance guarantee under this Contract will be suspended by the Company, in addition to the hypotheses envisaged by the codified regulations in force, in the event of the occurrence of the hypotheses referred to in Art. 12, i.e., for example, in the event that the Contractor does not make any communication regarding the Variable Data and/or makes it qualitatively and quantitatively incomplete or late with respect to the contractually established terms, being able the Company at the persistence of such default, to declare the termination of the contract. And this also in the hypotheses of non-payment of the premium and/or of the premium installments subsequent to the foreseen monthly due dates or of the sums due in adjustment by the Contractor, and in any case in all cases in which the Contractor defaults on its obligations under this contract.

The Contractor also undertakes to make the Insured aware of the provisions of the last paragraph of the preceding article and to hold the Company harmless from any and all claims and/or grievances that may be received from the Insured.

ARTICLE 15 - LIMITATIONS

THE ISSUANCE OF MORE THAN ONE POLICY TO GUARANTEE THE SAME RISK IS NOT PERMITTED IN ORDER TO RAISE THE LIMITS OF THE SPECIFIC GUARANTEES AND THE CONTRACTUALLY STIPULATED RISK ACCUMULATIONS.

IT IS EXPRESSLY UNDERSTOOD THAT ADHERENCE TO THIS POLICY MUST TAKE PLACE COMPULSORILY BEFORE THE DEPARTURE OF THE FLIGHT (NO LATER THAN 7 DAYS BEFORE DEPARTURE). SHOULD THE ISSUANCE TAKE PLACE AFTER THE DATE OF DEPARTURE OF THE FLIGHT, THE CONTRACT AND THE INDIVIDUAL APPLICATION ISSUED SHALL BE DEEMED VOID AND THE COMPANY SHALL REFUND THE POLICY PREMIUM.

SECTION C – INSURANCE GUARANTEE

CHAPTER 1 – FLIGHT DELAY

This guarantee is valid and operative only if it has been recalled on the policy sheet and the corresponding premium has been paid.

ARTICLE 1.1 - OBJECT OF INSURANCE

In the event of a delay of the insured flight (identified by ETKT), which lasts more than 4 hours with respect to the arrival time stipulated in the flight plan and resulting from the ticket, the Company shall indemnify the Insured against the amount shown on the policy certificate and established at the time of purchase of the policy.

The said delay will be counted only at the final destination of the flight, any intermediate stopovers being irrelevant for the purposes of this contract.

ARTICLE 1.2 - INDEMNIFICATION OPTIONS.

The Insured at the time of joining this policy may choose from the following indemnification options the amount payable to him/her in the event of the materialization of an indemnifiable claim.

The Indemnification option selected and operative shall be only the one resulting in the policy certificate according to the following scheme:

Indemnity amount for individual flight delay	
Option 1	€ 150,00
Option 2	€ 250,00
Option 3	€ 300,00

ARTICLE 1.3 - DEDUCTIBLE AND OVERDRAFT

There is no application of deductibles or co-payments.

ARTICLE 1.4 - EXCLUSIONS AND SPECIFIC LIMITS FOR THE FLIGHT DELAY COMPENSATION GUARANTEE

Excluded are claims caused by:

- state of war, revolution, riots or popular movements, looting, vandalism, strikes;
- acts of terrorism;
- earthquakes, tsunamis, tidal waves, floods, volcanic eruptions and other atmospheric phenomena declared to be natural disasters as well as phenomena occurring in connection with energy transformation or settling of the atom, whether natural or artificially caused;
- willful misconduct or gross negligence of the Policyholder or Insured;
- bankruptcy or insolvency of the Carrier, travel organizer or any supplier;
- Quarantines or lock-downs.

Flight cancellations and/or cancellations (regardless of the reasons from which they originate) are not considered delays and consequently the Insured is not entitled to any compensation.

SECTION IV – CLAIM REPORTING AND INDEMNIFICATION

This section provides the rules and procedures for reporting a claim and obtaining compensation

ARTICLE 1 - WHAT TO DO IN THE EVENT OF A CLAIM

In the event of a claim, the Insured may contact the Company's Operations Center, which is in operation 24 hours a day, 365 days a year, by calling the following toll-free number:

800.894123

from Abroad you can contact the Operations Center by calling + 39/039/9890.702

by immediately communicating the following information:

- First and Last Name
- Policy number
- Reason for the call
- Airline ticket number

- Telephone number and/or address at which you can be contacted.

By mail, with the related documentation to the following address:

**NOBIS COMPAGNIA DI ASSICURAZIONI - Ufficio Sinistri
Viale Gian Bartolomeo Colleoni, 21 – Centro Direzionale Colleoni
20864 AGRATE BRIANZA (MB)**

According to the general rules and those governing each benefit, the claim must correctly specify the loss suffered in the report and, in order to speed up the settlement time, the documentation indicated in each insurance policy and summarized below must be attached to the claim report:

IN CASE OF FLIGHT DELAY

- Original airline ticket;
- Carrier's statement, if any, regarding flight delay;
- Airline coupons and boarding pass.
- Policy number

IMPORTANT NOTE

Originals of invoices for repairs as well as originals of any expenses incurred as a result of the claim must always be provided to the Company.

- The Company reserves the right to request any additional documentation necessary for a proper evaluation of the reported claim. Failure to produce the documents listed above, related to the specific case may result in total or partial forfeiture of the right to reimbursement.
- It is necessary to notify the Company of any changes in the risk that may occur after the contract is concluded.

Remember that the right to indemnity is time-barred two years after the last written request received by the Company regarding the claim. (Art. 2952 Civil Code).

Important.

In each case of a claim along with the documentation, the insured shall send the Company the details of the bank account to which he/she wishes the reimbursement or indemnity to be credited (account number, bank, address, agency number, ABI, CAB and CIN codes).

For any complaints write to

Nobis Insurance Company S.p.A.
Claims Office
Colleoni Business Center
Viale Gian Bartolomeo Colleoni, 21
20864 Agrate Brianza - MB - fax 039/6890.432 - reclami@nobis.it

in case of no response write to:

IVASS - User Protection Service
Via del Quirinale, 21
00187 ROME (RM)